OPEN Doors

A publication of the Residential Tenancies Branch

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Privacy and Right of Entry

A landlord may enter a rental unit at reasonable times. Whether a time is considered reasonable depends on why the landlord is entering the unit and the tenant's schedule and lifestyle. The Branch encourages landlords and tenants to discuss any special requirements for entry.

A landlord usually needs to give a tenant notice before they go into a rental unit. The landlord must give the tenant at least 24 hours, but not more than two weeks' notice before entering.

The notice must:

- be in writing
- say why the landlord needs to go in
- give the date and time of the visit

A tenant doesn't have to be home when a landlord enters the rental unit. As long as the landlord gives proper notice, the landlord has the right to enter. If the time and date is not convenient for the tenant, they can tell the landlord. If the tenant wants to change the time, they must give the landlord another reasonable time to enter the unit. A tenant should have a valid reason for changing the time. The fact that a tenant can't be at home is not a valid reason.

A landlord and/or someone they hire may enter with proper notice to:

- make repairs
- inspect the rental unit
- show the rental unit to potential buyers
- allow an inspection for mortgage or insurance purposes

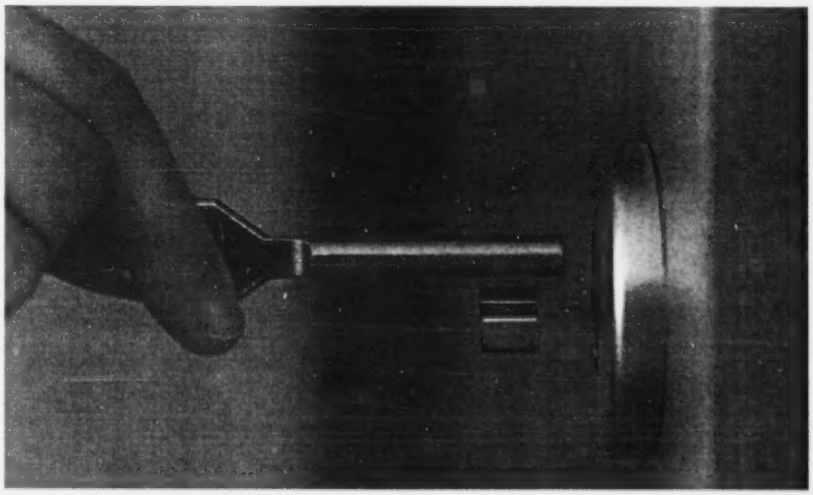
A landlord and/or someone they hire may enter without notice:

- if there is an emergency
- if the tenant agrees at the time
- to show the rental unit to potential renters after a tenant has given or been given notice to move out
- to inspect the premises on the day the tenant is moving out

Entry to Show the Rental Unit To Prospective Tenants

A landlord has the right to enter a rental unit to show it to prospective tenants once the tenant gives, or is given, notice to end the tenancy. A landlord doesn't have to tell the tenant before showing the unit. However, it's a good idea for the landlord to let the tenant know that they will be showing the unit without advance notice. If the tenant works evening or nights and sleeps during the day, they should let the landlord know. The landlord and tenant may then be able to schedule set times to show the unit.

A tenant must allow a landlord to show a rental unit to prospective tenants. If the tenant doesn't co-operate, the landlord may not be able to re-rent the unit. If the landlord loses rent because the tenant didn't allow access to show the unit, the landlord may choose to file a claim for compensation against the tenant.



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Spring Clean Up

Windows

Tenants in single-family one-storey homes must clean the inside and outside of all windows.

Tenants in multi-level residential complexes must clean the inside glass and tracks of all windows.

Tenants must clean the outside of doors and windows that open onto a balcony.

Landlords of multi-level residential complexes must clean the outside of windows (including those on the main floor), except for balcony doors and windows. Landlords are responsible even if the windows are sliding windows.

Cleaning windows **once a year** is considered to be part of maintaining the appearance of any rental unit. Tenants do not have to live in a unit for a specific period of time before they can ask the landlord to clean the windows. If there is a disagreement, the landlord or tenant can ask the branch staff to decide if the tenant's request is reasonable.

Eaves troughs

Landlords are responsible for cleaning leaves or other debris from eaves troughs, to ensure that water can flow freely to downspouts.

Routine yard maintenance

Tenants who live in single-family dwellings are responsible for routine yard maintenance. This includes cutting grass, shovelling snow, weeding flowerbeds and gardens, trimming shrubs and controlling weeds in uncultivated areas.

Tenants who live in townhouses, duplexes or triplexes, and have exclusive use of the yard or part of the yard, are generally responsible for routine yard maintenance for that part of the yard. A landlord and tenant may agree to other arrangements, under the terms of the tenancy agreement.

Tenants are not responsible for major projects, such as tree cutting.

If there is no existing garden, tenants must get the landlord's permission before digging a garden.

Tenants are not responsible for major projects, such as tree cutting. They may be responsible for spraying trees for insects and treating lawns for bugs and weeds if the tenancy agreement covers it. If the tenancy agreement doesn't cover it, the landlord is responsible.

Landlords are responsible for routine yard maintenance in the common areas of multi-unit residential complexes.

Responsibilities when Buying and Selling Rental Property

→ On possession date, sellers (vendors) must:

- pay all security deposit money and the appropriate interest they hold to the new owner
- give the buyer a statement showing:
  - the name of each tenant who paid a security deposit and the number of the rental unit the tenant occupies
  - the original amount of the security deposit, the date it was paid and how much interest is owing as of the date of transfer

→ On possession date, buyers (purchasers) must give each tenant a notice showing:

- the new landlord's name, address and phone number
- the amount of security deposit and interest they received from the previous landlord for their rental unit

Important note for new landlords: As the new landlord, you are responsible for refunding the security deposits and appropriate interest to your tenants when they move out, **even if you didn't get the money from the previous owner.**

Rent Status Reports Key to Purchase Plans

If you are thinking about buying an apartment building, a rent status report can help you avoid unpleasant surprises. These reports can help prospective apartment or residential complex buyers get the information they need to make a sound investment decision.

"Our rent status reports give information about the property, including outstanding repairs and improper rent increases," says Residential Tenancies Branch acting director Laura Gowerluk. "All we need is written authorization from the registered owner of the property and the Residential Tenancies Branch can give prospective buyers the information that is on file."

Rent status request forms are available by calling the branch at 945-2476 in Winnipeg; toll free at 1-800-782-8403; or online at **manitoba.ca/rtb.** A report for complexes of four or fewer units costs $150. A report for complexes of more than four units costs $300.

Important note for new landlords: As a new landlord, you are liable if the previous owner did not comply with *The Residential Tenancies Act.* If the previous owner charged an unauthorized rent increase, the branch may:

- roll back the rent increase on the residential complex to the date of the first unauthorized rent increase
- order you, as the new landlord, to repay any unauthorized rent increase amounts to tenants.

Your liability as the new landlord to repay the amount of an unauthorized rent increase is limited to a **period of two years** before you took over the property.

PARKING

When rental units have assigned parking, the landlord must include the parking stall details in the written tenancy agreement whether the tenant uses it or not.

If tenants choose not to use their assigned stalls, they can:

- allow guests to park in their space, after giving the vehicle plate number to the landlord
- rent the stall to someone else, with the landlord's permission
- allow the landlord to rent the stall to someone else

"Landlords may set reasonable rules for tenants' use of assigned and visitor parking stalls," says Darren Cooper, manager of Client Services. "Tenants must be told about the parking rules and how they will be enforced, such as posting tow-away enforcement signs."

Landlords may also want to provide written details of the obligations for parking-related issues, such as snow clearing, block heater plugs and overnight guest parking rules.

For more information, consult your landlord or visit: **manitoba.ca/rtb**

Pest control in rental units

"Pest control is most successful when landlords and tenants cooperate to keep buildings pest-free," says Kim Morris, Investigation Services Manager at the branch.

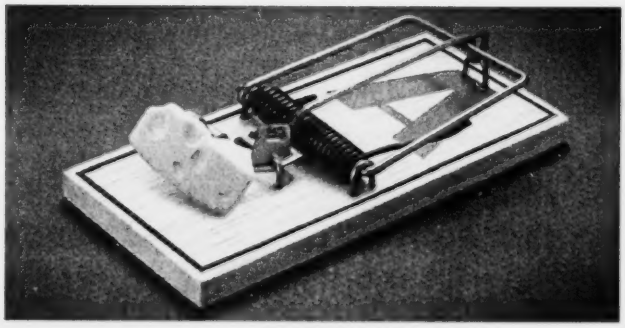
Landlords are generally responsible for pest control in their buildings. This includes insects like cockroaches or bed bugs and rodents like mice or rats.

Landlords' responsibilities include:

- investigating complaints about pests in a rental unit or complex
- getting rid of pests using commonly accepted methods like spraying for insects or setting traps for rodents.
- making repairs, such as fixing holes in a foundation, to prevent pests from getting into the unit or complex

Tenants also have responsibilities for pest control including:

- keeping the rental unit reasonably clean and uncluttered to discourage pests from entering the unit and multiplying
- telling the landlord about pest problems so they can be dealt with before they spread to other units
- allowing the landlord, or someone hired by the landlord, to enter the unit to get rid of pests
- following the landlord's or exterminator's instructions to empty closets or cupboards, move furniture or otherwise prepare for the extermination so it will be as effective as possible



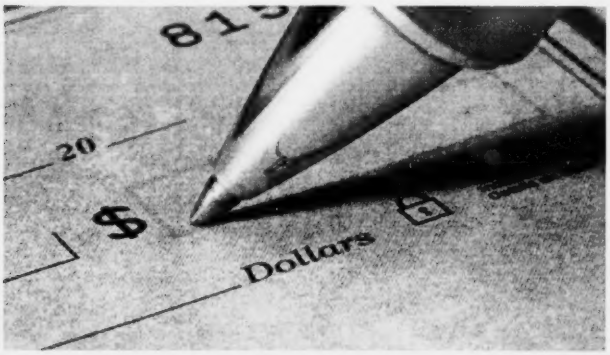
Calculating Interest on a Security Deposit

A security deposit is money the tenant pays to the landlord before the start of a tenancy. A security deposit can't be more than half of the first month's rent. The landlord holds the money until the tenant moves out. When a tenancy ends, the landlord must refund the security deposit with interest to the tenant unless they make a successful claim against it for unpaid rent, damage, extraordinary cleaning costs or another obligation of the tenant.

A security deposit can't be more than half of the first month's rent.

The interest rate for security deposits is set regularly by the government. To calculate the interest on a security deposit, a tenant or landlord can call the Branch at (204) 945-2476 in Winnipeg or toll free 1-800-782-8403 and follow the prompts to *Information on Security Deposits,* or link to *Security Deposit Calculator* from the Branch's website at **manitoba.ca/rtb.**

The interest rate for 2008 is .5%.



Need information?

ONLINE
manitoba.ca/rtb

OFFLINE
in person or by phone

Visit your branch office Monday to Friday from 8:30 a.m. to 4:30 p.m.

Winnipeg at 302–254 Edmonton Street
or call **945-2476**

Brandon at 157–340 9th Street
or call **726-6230**

Thompson at 113–59 Elizabeth Drive
or call **667-6496**

Toll free 1-800-782-8403

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